

OPERATIVE

SERVICE LEVEL AGREEMENT

This Service Level Agreement set out the entire responsibility of Operative with respect to applicable product and services ("Services") provided by Operative under a Schedule referencing this Service Level Agreement and the Terms of Service referenced therein.

1. DEFINITIONS

If a term is defined herein, such definition shall control. If any terms are capitalized herein and no definition is provided, the definition from the applicable Schedule or the Terms of Service referenced therein, in that order of precedence, shall control the definition of such term.

A. "Planned Outages" means scheduled service interruptions for maintenance and software upgrades (including new releases and patches). If Planned Outages are scheduled to last four (4) hours or more, Operative will notify Customer at least five (5) days in advance, and if scheduled to last less than four (4) hours, Operative will notify Customer as soon as reasonably possible. Notice of such interruptions will be provided by email.

B. "Non-Operative Outages" means disruptions caused by Customer's systems or the failure of third party networks (including the Internet).

C. "Service Downtime" means a situation where Customer is unable to access the Services due to reasons that are within Operative's reasonable control. Service Downtime is measured from the time of the failure to the time the Services are once again available to Customer (as measured by a recognized third-party monitoring service provider). Service Downtime does not include Planned Outages, Customer Outages, or non-production systems (such as sandbox and staging environments).

2. SECURITY AND PRIVACY

Operative will have security mechanisms installed and operating at all times consistent with industry standards, including, without limitation, current security patches and procedures for monitoring security breaches. Furthermore, each party shall comply with all applicable laws relating to data protection and privacy of personal information.

3. SERVICE AVAILABILITY

A. Uptime. Operative shall use its best efforts to ensure that Services are available 99.5% of the time in a month (meaning that the Service Downtime will not exceed 0.5% per calendar month).

B. Uptime Failure. If the Service Downtime exceeds 0.5% per calendar month for three (3) consecutive months, and Customer has provided written notice thereof within 30 days after each month to support.operative.com, with a copy to sales@operative.com, then Customer may terminate the applicable Schedule at any time during the following calendar month effective immediately upon delivery of written notice to Operative in accordance with the notice provisions in the Terms of Service; provided, however, that customer may not terminate the Schedule pursuant to this paragraph if Customer has any fee payments that are more than 30 days overdue.

4. CUSTOMER SERVICE.

A. Operative's customer service will be available by telephone Monday through Friday 9:00 AM to 5:30 PM Eastern Time. +1 (212) 994-8923

B. Customer will report all service, uptime or availability issues to Operative's Support Service Team through the Operative Customer Portal. Operative will log all issues and requests and may provide the Customer with a status report upon request.

C. Operative will have resources in place to troubleshoot and resolve issues, and will communicate updates to the Customer within a reasonable time period based on issue criticality. Operative will notify Customer of any critical issues (Services unavailable to Customer) within 4 hours of the time Operative becomes aware of such issues.

D. Online FAQ's, Operative KB (Knowledge Base) articles and Help documentation will be available through the Operative Customer Portal.

E. If required, system reinstallation and/or data recovery can be completed within 24 hours.